

EXHIBIT 5A

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

Clause 46 – Vessel Description & Bunker Spec.

MV Amis Integrity
Built/Year: 2017
Vessel Type: Bulk Carrier
Builder: Imabari Shipbuilding Co
Flag: Panama
Class: ABS
DWT: 63,483 M/T
Draft (summer): 13.42 m
Length (L.O.A.) / (L.B.P.): 199.98 m / 195.00 m
Breadth : 32.24 m
GROSS / NET tonnage: 35,825 / 21,075
Capacity(grain/ bale) : 80,498 m3 / 76,176 m3
Hold / Hatch: 5/5
Hatch Cover : FOLDING Type (Hydraulic driven) Hatch Open
1.: L. 18.40m x B. 18.72m
2.-5.: L. 23.20m x B. 18.72m

Cargo Gear :
Crane 4 sets x 30 mt

Crane unable tandem at same time

GRAB x4 (12M3)

Speed & Consumption (daily):
Ballast: about 14.0 kts on about 23.9 MT IFO + about 0.1 MT MDO
Laden : about 13.3 kts on about 25.2 MT IFO + about 0.1 MT MDO

In port (daily):
Working: about 4.7 MT IFO + about 0.2 MT MDO
Idle : about 2.3 MT IFO + about 0.2 MT MDO
(D.O.to be used in case of low load running (below 30%) of G/E)

ECO Speed / Consumption basic below:
Ballast about 12.0 kts on about 17.0 MT IFO + about 0.1 MT MDO
Laden about 11.5 kts on about 18.3 MT IFO + about 0.1 MT MDO

Speed and consumption basis good weather conditions, no adverse current, no negative influence of swell and not exceeding beaufort scale force 4 and douglas sea state scale 3.

Vessel may consume mdo for main engine when steaming in shallow, confined waters, manoeuvring in/out port(s), transiting canals and also has liberty to consume for auxiliary engine when starting, stopping and working with low load.

Charterers have full use of vessel's bunker tank capacity up to 80pct

No commingling of IFO is allowed for the duration of this c/p

+++ ALL DETAILS ABOUT+++

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

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- Eco/Speed Consumption clause:

Owners confirm that vessel is capable of being continuously operated on minimum main engine load safely close to the cut-in point of the vessel's engine auxiliary blowers. Owners confirm they will allow the vessel to sail at 50% of the main engine load.(but with main engine always operating above the cut-in point of the vessel's engine auxiliary blowers).

All low load operations will be performed under Owners/Owners technical managers' supervision and always in strict conformity with the recommendations from vessel's main engine manufacturers.

Owners/Owners' technical managers will provide proper guidance and instructions to the Master/ship staff and ensure strict compliance with applicable low load operating procedures as deemed necessary by owners/engine manufacturers.

Owners/Master to provide Charterers with all ME parameters and logs upon Charterers' request.

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For bunker supplied in Far East Asia region, except for in Taiwan and / or Japan, MGO grade to apply. During bunkering 3 samples will be taken by drip sampling from barge manifold. One to be retained by the vessel, one by Charterers / supplier and the third to be sent at Owners' cost for analysis if so desired. All samples to be sealed and signed by the Charterers / suppliers and the Chief Engineer.

Should any problems arise due to the quality of bunkers supplied, then a joint analysis to take place and findings to be binding on both parties

Charterers have the option to supply IFO 180 and MGO in such places where IFO 380 and MDO are customary not available. Charterers are allowed to supply bunkers according ISO 8217:1996 specs i/o 2005 specs where same are not available yet; Owners hereby agree bunker in Brazil and China according Petrobras and Chimbusco specs.

It's understood that Charterers will be not entitled to make any underperformance claim when the vessel should burn IFO not in line with Charter Party specs.

Clause 47 – Cargo Hold

Hold on delivery to be clean swept, washed, dried, free of loose rust scale and previous cargo residue and ready in all respect to receive Charterers' intended cargo to local independent surveyors' satisfaction failing which vessel to be off-hired from time of failing inspection and directly related extra expenses incurred thereby till passes re-inspection to be for Owners' account. In case holds partially pass the hold inspection and loading commences, Charterers to pay hire pro-rata till all holds pass the re-inspection.

Clause 48 – Certificates

Owners guarantee vessel holding valid certificate of financial responsibility/international tonnage certificate during the entire charter party period.

Clause 49 - Cargo Exclusions

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

It is understood that the vessel is not to be employed in the carriage of:
ammonium nitrate (except fertilizer grade), asbestos, ashes, asphalt, bones, borates, borax, calcium carbide, copra and it's products, direct reduced iron (DRI), ferro-silicon, fishmeal, hide, hot briquetted iron (HBI), injurious, inflammable or dangerous goods (such as acids, explosives, aims, ammunition or warlike materials, nuclear material or radioactive products or wastes or chemical products), livestock, motor blocks and turnings, motor spirit, naphtha, oilcakes and meals, petroleum or it's products (but petroleum coke allowed, see below), pitch in bulk, pond coal, pyrites, raw cotton, round logs, resin, tobacco, tar or any of their products, cargoes listed in the IMDG code should be subject to Owners' prior approval and to be loaded strictly in accordance with IMO and local rules and regulations.

Owners confirm for sake of clarification that cement clinker is always allowed.

In case bagged cargo is carried, owners are not responsible for all bags torn/shortlanded/damaged/leakage/pilferage except for ones wet or other damage caused by vessel's unseaworthiness. Charterers are disallowed to use California block stowage for stowing steel cargo.

Charterers are allowed to load pig iron but first layers of cargo (about 2 meters high) will be brought into holds slowly, carefully and as close as possible to vessel's tanktop to Master's satisfaction avoiding damage to her holds/natural bulkheads/tanktop/side tanks etc.

Vessel is allowed to carry usual South American grain/grain products, agricultural products including meals, pellets, expellers (but excluding always sunflower seed expellers, macoya expellers and cotton seeds expellers) Charterers need supply vessel with sufficient chemical for take off the oils at all Charterers' time/risks.

Charterers to have the option to carry four (4) dirty cargoes out of petcoke/salt/sulphur/scrap/bulk cement and as per charter party agreed during each year and maximum two (2) consecutive dirty cargoes each year but not last cargo before redelivery.

All deck cargo also allowed as long as always within the deck strength excluding hatchcovers of the vessel and as per Class papers with protective clause to apply.

All concentrates listed as per vessel's IMSBC certificate to be allowed during the currency of this Charter Party provided always loaded in line with IMO/local regulations.

Charterers and Owners to co-operate to contact class for their approval for certain cargoes that are not falling under IMSBC.

All cargoes belong to Group A cargo must be provided with a certificate that cargo moisture limit is within transportable moisture limit, which should be duly certified by Owners' P and I Club or his appointed surveyor before loading on board, and all related expenses and time for the survey shall be borne by the Charterers.

Nickel ore is allowed with the following clause to apply:

Nickel ore ex Indonesia ports will not be allowed.

Charterers guarantee that nickel ore is harmless non dangerous and loaded/carried/stowed/discharged in accordance with IMO regulations and IMSBC code and Charterers/Shipper to provide legally moisture certificate and relevant proper certificate/document to Owners/Master within reasonable time before start to load at loading port, otherwise, the master may reject the cargo. During the voyage, Owners have option to arrange owners' surveyor on Charterers' account, on board to ensure safe loading of the cargo. P and I surveyor will not disrupt loading operation unless cargo is unsuitable for loading. If the master feels that the appearance of the cargo (including visible signs of moisture/water) indicates that it is not suitable for

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

carriage, then the master to have the option of carrying out "can test". If the result of the "can test" is not satisfactory then the master has the right to reject the cargo and Shippers/Charterers shall tender suitable replacement for such rejected cargo. Any delays due to such rejection will be for Charterers' time and expense. Surveyor is only assisting master in the loading operation and master has all right to stop loading process if the cargo been loaded is questionable under SOLAS/IMSBC code regulation.

Petcoke Protective Clause:

Charterers have the liberty to carry petroleum coke (whether it be full or part cargo), during the entire currency of this charter-party on following conditions:

- a) Petcoke mentioned herein is only limited to the type of non-hazardous / non-dangerous type.
- b) If Charterers exercise such option, Charterers undertake to use holds as little as possible, provided vessel's stability, trim and stress permitting.
- c) Such cargo to be loaded / stowed / trimmed / discharged strictly according to latest IMO and/or any other latest regulations / rules applicable to such cargo.
- d) Should any additional / special washdown of holds before loading the reasonably recommended / proposed / required by Master, Charterers undertake to arrange the same at their expense / time.
- e) After discharge, Charterers to arrange at their expense / time any additional / special washdown of holds carrying such cargo by chemicals, as master reasonably considers necessary.
- f) Such cargo not to be the last cargo prior redelivery.
- g) Any extra expenses resulting therefrom / incurred thereby Charterers and any detention through any of above causes, to be for Charterers' account.
- h) It is understood that, if required by Charterers, cleaning of holds to be done by crew against Charterers paying lumpsum of US\$6,000 after carrying petcoke.

Salt and/or Sulphur Protective Clause:

When carriage of bulk formed sulphur, Charterers shall confirm, the intended cargo is formed to a specific solid shapes (e.g., prills, granules, pellets, pastilles or flakes) and listed in the IMSBC code group c. Charterers undertake to provide a cargo survey report prior to loading, stating that the sulphur is formed into shapes of prills, granules, pellets, pastilles or flakes.

Before loading salt or bulk formed sulphur, vessel's holds are to be coated with holdblock/limewash and holdblock/limewash to be introduced into the bilge openings to master's/shippers' representatives' satisfaction in Charterers' time and for Charterers' account.

Charterers may request ship crew to carry out holdblock/limewash coating/decoating in which case ship crew to render utmost assistance as per the recommendations from Charterers, but without Owners' responsibility for then result. Charterers to pay lumpsum US\$400.- per hold coating with holdblock/limewash and lumpsum US\$500 per hold decoating as well as the cost of holdblock/limewash and extra material required. Alternatively Charterers may arrange shore labour to carry out it under master's supervision.

Hold cleaning bonus after decoating will be for Charterers' account as per intermediate hold cleaning clause. Salt or bulk formed sulphur not to be last cargo before redelivery.

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

In case of loading rock salt with moisture content being or below 0.02 pct, ex Chile then limewash is not required.

Steel Cargo Protective Clauses:

Where the vessel is required to load steel cargo, owners shall be entitled to carry out preloading/pre-discharge survey/tally using a P. & I. Club approved surveyor, a copy of whose reports are to be given to Charterers, which shall be considered a joint survey, and all preloading/pre-discharge survey/tally fees to be equally shared between owners and Charterers. Bills of lading to be in strict conformity with mate's receipt and include all remarks from preloading survey report.

Scrap Protective Clause:

Scrap is not allowed for first two years after delivery.

Charterers have liberty to carry HMS 1 and 2 or shredded scrap (whether it be full or part cargo) during balance period after first two years, on the following conditions:

- a) The scrap mentioned herein only limited to HMS 1 and 2 or shredded non-oily scrap specifically excluding motor blocks and turnings and also metal borings and cuttings.
- b) Charterers undertake that loading of the first layer of scrap, as the cushion floor for the balanced cargo to be loaded, shall never be dumped / dropped directly on to the tanktop. Whole cargo loaded shall be released as lower as possible to protect from damage to the ship. All operation shall be under Master's strict supervision and meet his satisfaction.
- c) Charterers, at their expenses, undertake to supply on board dunnage and/or other materials which Master considers necessary for safe protection from damage.
- d) Any extra expenses resulting therefrom / incurred thereby and any detention caused through any of the above to be for Charterers' account.

Cement Protective Clause:

Charterers undertake to use holds as less as possible, provided vessel's stability, trim and strength permit. Should any additional / special wash down of holds before loadings be recommended/proposed/required by Master, Charterers undertake to arrange the same at their time/expenses.

After discharge, Charterers to arrange at their expense/time of any additional/special washdown of holds. Charterers are allowed to use ship crew to perform cleaning by the payment of USD4,500.- lumpsum bonus and to provide all materials required by master, but always subject to prior consent of Owners/Master/crew and local regulations permitting, and all time used to be for Charterers' account. Owners/Master are not held responsible for assisting cleanliness for loading next cargo and for any consequences whatsoever caused due to such arrangement.

Deck Cargo Protective Clause:

Deck cargo is allowed but same always loaded in accordance with vessel's deck strength and subject to Master's consent and satisfaction.

Cargo carried on deck without liability for loss or damage of whatsoever nature arising during carriage by sea, whether caused by unseaworthiness or negligence or any other cause whatsoever.

Charterers are responsible for all matters related to on-deck cargo including but not limiting to lashing/unlashing, secure/unsecure of the on deck cargo. Bill(s) of Lading covering deck cargo to be marked "Shipped on deck at Charterers'/Shippers'/Receivers' risk, time and expense. Owners, vessel not responsible for any loss, damage incurred".

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

For deck cargo to and from ports in USA, B/L covering deck cargo shall be incorporated:
"Carried on deck at Shipper's / Charterers' / Receivers' risk as the perils inherent in such carriage but in all other respects subject to the provisions of United States Carriage of Goods by Sea Act 1936".

Clause 50 - Trading limits / exclusions

Vessel always to trade within I.W.L., Charterers' option breach of I.W.L. subject to Owners' underwriters approval and invoice, always afloat at any time of tide, always via safe port(s)/berth(s) excluding:

Abkhazia, Cambodia, Kenya and Tanzania, Cuba, Eritrea, Ethiopia, Georgia (But The Port Of Poti is allowed), Great Lakes, Haiti, Lebanon, Israel, Libya, Nigeria, North Korea, Serbia, Somalia, Syria, Zaire, places subject to U.N. sanctions, areas prohibited by vessel's war risks underwriters due to war or war-like activities, zone (whether of land or sea) may be, or are likely to be exposed to piracy threat, and places which may be excluded by the authority of vessel's flag. No direct trade between People's Republic of China and Taiwan.

Liberia, Tunisia, Yemen, Gulf of Aden, India/south of Red Sea to be allowed and comply with JWC's and Owner's trading exclusions map. Charterers to pay additional premium covering hull and machinery, extra war risk insurance and crew war bonus for trading and any cargo claims will be for Charterers' account.

Oman is ok subject to additional premium apply and coastal sailing.

Iran: 2 shipments per year for calling Iran are allowed but subject to no U.N. / U.S. sanctions and/or sanction of any kind.

Iraq Protective Clause:

Subject to underwriters' approval in advance which not to be unreasonably withheld, Charterers are allowed to call Iraq with following clause to apply:

(a) At Iraq ports, the Owners fully decline any responsibility for damage, shortage of any cargo claim. Charterers undertake to fully indemnify the Owners in case of any cargo claim, including but not limited to the shortage claims except for when it is clearly in the default of crew/vessel.

(b) Owners agree to apply NAABSA at Iraq port and therefore during discharge vessel should safely lie aground during low tide subject without any damage to the vessel and in the case that the vessel touches the ground, the Owners shall have every right to arrange the underwater survey either at the place where the incident occurred or at any other convenient place where the condition such as water visibility, sea state, currents enable the underwater survey to be carried out with the reliable results. The underwater survey to be carried out at the Charterers' time and costs in the presence of the vessel's class surveyor. The findings of the underwater survey and the class surveyor's notes/recommendations/conditions to be fully binding to the Charterers. The Charterers shall be obliged to arrange all necessary repairs in accordance with the class surveyor's notes/recommendations/conditions entirely at the Charterers' time and cost, the vessel remaining on hire during the entire duration of the repairs.

(c) The Charterers are obliged to provide to the Master promptly and timely any official information about the conditions of the port/berth as well as any other assistance needed such as, but not limited to the pilot, tug assistance.

(d) The Charterers are obliged to pay the additional premium as per the Owner's underwriters' invoice as well as the crew war bonus. The Charterers are to pay extra war insurance premiums as per underwriters' invoice

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

which not to exceed Lloyds London market. War Risk Insurance premium to be according to the latest Joint War Committee declaration of excluded areas.

Trading to CIS pacific coast ports is allowable except during the high risk periods for gypsy moth which to be at Charterers' utmost discretion but always excluding the period 01/6 through to 01/10 each year. After each call to CIS pacific coast ports Charterers to ensure that the vessel is issued with all necessary certificates stating that the vessel is free from infestation of gypsy moth.

Asian Gypsy Moth Clause:

When Charterers direct the vessel to the area infested by Asian gypsy moth during high risk period which designated by USA/Canadian authorities, Charterers shall at Charterers' time and expense, undertake to arrange a certificate issued by an appropriate authority of such area / port certifying that the vessel is free from infestation by Asian gypsy moth or its eggs and thereby owners shall not be held liable for any consequences at the next destined ports. In case the vessel has traded at high-risk ports during high risk period for Asian gypsy moth in far-eastern Russia, Japan, China or s. Korea within six months prior redelivery, Charterers shall arrange the inspection to obtain a quarantine proof certificate at their account.

BIMCO Piracy Clause for Time Charter Parties:

(a) The Vessel shall not be obliged to proceed or required to continue to or through, any port, place, area or zone, or any waterway or canal (hereinafter "Area") which, in the reasonable judgement of the Master and/or the Owners, is dangerous to the Vessel, her cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), whether such risk existed at the time of entering into this charter party or occurred thereafter. Should the Vessel be within any such place as aforesaid which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(b) If in accordance with sub-clause (a) the Owners decide that the Vessel shall not proceed or continue to or through the Area they must immediately inform the Charterers. The Charterers shall be obliged to issue alternative voyage orders and shall indemnify the Owners for any claims from holders of the Bills of Lading caused by waiting for such orders and/or the performance of an alternative voyage. Any time lost as a result of complying with such orders shall not be considered off-hire.

(c) If the Owners consent or if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:

(i) to take reasonable preventative measures to protect the Vessel, her crew and cargo including but not limited to re-routeing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel or equipment on or about the Vessel;

(ii) to comply with the orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of the insurance;

(iii) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions; and

(iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

and the Charterers shall indemnify the Owners for any claims from holders of Bills of Lading or third parties caused by the Vessel proceeding as aforesaid, save to the extent that such claims are covered by additional insurance as provided in sub-clause (d)(iii).

(d) Costs

(i) If the Vessel proceeds to or through an Area where due to risk of Piracy additional costs will be incurred including but not limited to additional personnel and preventative measures to avoid Piracy, such reasonable costs shall be for the Charterers' account. Any time lost waiting for convoys, following recommended routing, timing, or reducing speed or taking measures to minimise risk, shall be for the Charterers' account and the Vessel shall remain on hire;

(ii) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers;

(iii) If the underwriters of the Owners' insurances require additional premiums or additional insurance cover is necessary because the Vessel proceeds to or through an Area exposed to risk of Piracy, then such additional insurance costs shall be reimbursed by the Charterers to the Owners;

(iv) All payments arising under Sub-clause (d) shall be settled within fifteen (15) days of receipt of Owners' supported invoices or on redelivery, whichever occurs first.

(e) If the Vessel is attacked by pirates any time lost shall be for the account of the Charterers and the Vessel shall remain on hire.

(f) If the Vessel is seized by pirates the Owners shall keep the Charterers closely informed of the efforts made to have the Vessel released. The Vessel shall remain on hire throughout the seizure and the Charterers' obligations shall remain unaffected. The Charterers shall not be liable for late redelivery under this Charter Party resulting from seizure of the Vessel by pirates.

(g) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail to the extent of such conflict, but no further.

Gulf of Aden to be always allowed with following additional piracy clause to apply:

Armed Guards to be arranged/employed by Owners and embarked before vessel entering the Risk Area and all cost and time to be for Charterers' account.

In case the vessel transiting the Gulf of Aden / Somalia / Red Sea where vessel and crew are possibly exposed to eventual piracy attacks master has the right to deviate the vessel and sail via Maritime Security Patrol Area (MSPA) in Gulf of Aden recommended by Marlo Bahrain (Maritime Liaison Officer US Navy) as supported by IMB / ICC / IMO. If the vessel is attacked or seized by pirates any time lost shall be for the account of the Charterers and the vessel shall remain on hire. If the vessel is seized the Owners shall keep the Charterers closely informed of the efforts made to have the vessel released. Charterers confirm cargo is insured.

Charterers to pay premium for kidnap and ransom cover as applicable for the period of transit. Premium is to be paid against invoices from Owners K & R policy underwriters.

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

Loss of Hire insurance to be arranged by Charterers and all costs to be for Charterers' account. (Charterers to provide supporting document/invoice of the insurance to Owners as soon as available.)

Charterers to pay for any crew war bonus as it is applicable as per crew and officers union. If the Underwriters of the Owners' HNM insurances should require payment of additional premiums and/or calls because, pursuant to the Charterers' orders, the vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such underwriters as being subject to additional premiums because of piracy risks, then the actual additional premiums evidenced by vouchers and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first. Those additional premiums not to exceed min scale of the London Underwriters.

Owners agree that transiting between WC India/Arabian Gulf does not require armed guards and the vessel can be kept within 12 nautical miles from shore along the Indian coast line provided safe navigation permits, during the whole navigation time within such area.

For Trading West Coast India:

Notwithstanding the BIMCO Piracy Clause and the Conwartime 1993/2004 clause, Owners agree to transit and trade the west coast of India within the 12 nautical miles zone when requested to do so by Charterers, without employing unarmed or armed guards and without any extra insurances or crew bonus for Charterers account. Master should endeavour to sail within 12 nautical miles zone from west coast India coast with due diligence.

Pilotage:

For trading to areas where pilotage is compulsory/ customary, the same to be on Charterers' account. For trading to Orinoco river / Amazon river, the pilotage (including transportation cost) between pilot station and fairway although not compulsory, must be employed and paid by Charterers.

NAABSA Clause:

NAABSA ports for Brazil, Argentina and Uruguay where it is customary for similar vessel to lie safely aground. Master has the sole right to refuse to enter any port, berth or place that deem unsafe by his discretion; it is Charterers' responsibility to provide sufficient information and evidence to show such port, berth, and or place is proven safe before Owners will grant the entering of vessel to such port, berth, place and the vessel is to remain on hire at full time.

United States Security Clause:

If the vessel calls in the United States, including any United States territory, the following provisions shall apply with respect to any applicable security regulations or measures:

Notwithstanding anything else contained in the Charter Party all costs or expenses arising out of or related to security regulations or measures required by any United States authority including, but not limited to, security guards (in spite of crew without United States visas on board), launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew. All measures required by the Owners to comply with the ship security plan shall be for the Owners' account.

BIMCO Sanctions Clause for Time Charter Parties:

(a) The Owners shall not be obliged to comply with any orders for the employment of the Vessel in any carriage, trade or on a voyage which, in the reasonable judgment of the Owners, will expose the Vessel, Owners, managers, crew, the Vessel's insurers, or their re-insurers, to any sanction or prohibition imposed

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

by any State, Supranational or International Governmental Organization.

(b) If the Vessel is already performing an employment to which such sanction or prohibition is subsequently applied, the Owners shall have the right to refuse to proceed with the employment and the Charterers shall be obliged to issue alternative voyage orders within 48 hours of receipt of Owners' notification of their refusal to proceed. If the Charterers do not issue such alternative voyage orders the Owners may discharge any cargo already loaded at any safe port (including the port of loading). The Vessel to remain on hire pending completion of Charterers' alternative voyage orders or delivery of cargo by the Owners and Charterers to remain responsible for all additional costs and expenses incurred in connection with such orders/delivery of cargo. If in compliance with this Sub-clause (b) anything is done or not done, such shall not be deemed a deviation.

(c) The Charterers shall indemnify the Owners against any and all claims whatsoever brought by the owners of the cargo and/or the holders of Bills of Lading and/or sub-charterers against the Owners by reason of the Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with Sub-clause (b).

(d) The Charterers shall procure that this Clause shall be incorporated into all sub-charters and Bills of Lading issued pursuant to this Charter Party.

(e) Without limiting the generality of the foregoing, in the event that cargo interests threaten to arrest or detain, or arrest or detain the vessel (or any other vessel or property in the same or associated ownership, management or control) by reason of the Owners' compliance with any orders for the employment of the Vessel in any carriage, trade or on a voyage under the Charter Party, Bill of lading or under any contract of carriage, Charterers shall provide on first demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify and hold Owners harmless in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention whether or not such arrest or detention or threatened arrest or detention may be justified.

Clause 51 – ISM Clause

BIMCO STANDARD ISM CLAUSE FOR VOYAGE AND TIME CHARTER PARTIES

From the date of coming into force of the international safety management (ISM) code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel and 'The company' (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers. Except as otherwise provided in this Charter Party, loss damage, expense or delay caused by failure on the part of the Owners or "the company" to comply with the ISM Code shall be for the Owners' account.

Clause 52 - Trading excluded area in Japan

Vessel shall not enter within 80 Kilo meters of Fukushima NR 1 nuclear power plant, "37-25.5N 141-02.0E"

and BIMCO Radioactivity Risk Clause for Time Charter Parties as below to be applied.

BIMCO Radioactivity Risk Clause for Time Charter Parties

(a) The Vessel shall not be obliged to proceed or required to continue to or through or remain at, any port, place, area or zone, or any waterway or canal (hereinafter "Area") which may expose the Vessel, her cargo, crew or other persons on board the Vessel to danger from levels of ionizing radiations from or contamination

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

by radioactivity from any nuclear fuel, nuclear waste or from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof (hereinafter "Radioactivity") determined by a competent local, national or international authority (including but not limited to the International Atomic Energy Authority and the World Health Organization) to be harmful to human health.

(b) If in accordance with sub-clause (a) the Owners decide that the Vessel shall not proceed or continue to or through or remain in the Area they must immediately inform the Charterers. The Charterers shall be obliged to issue alternative voyage orders and shall indemnify the Owners for any claims from holders of the Bills of Lading caused by waiting for such orders and/or the performance of an alternative voyage. Any time lost as a result of waiting for or complying with such orders shall not be considered off-hire.

(c) The Vessel shall have liberty to comply with all orders, directions, recommendations or advice of competent authorities and/or the Flag State of the Vessel in respect of arrival, routes, ports of call, destinations, discharge of cargo, delivery, or in any other way whatsoever.

(d) The Charterers warrant that they shall not load cargoes and/or empty containers and/or supply bunkers that have levels of Radioactivity in excess of normal background radiation levels for the Area. The Owners, at their discretion, may arrange for a radioactive survey by an independent qualified surveyor, at the Charterers' cost, expense and time. If the level of Radioactivity in the cargoes, empty containers and/or bunkers is determined by the surveyor to exceed normal background levels, the Owners shall have the right to refuse to load such cargoes, empty containers and/or bunkers.

(e) Any delays arising out of measures taken by port authorities to screen the Vessel for radiation either in the countries affected by Radioactivity or at subsequent ports of call shall be for the Charterers' account. Any time lost as a result of complying with such screening shall not be considered off-hire.

(f) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail to the extent of such conflict, but no further.

Clause 53 – Cables / Victualling / Entertainment Clause

Charterers will remit to Owners with each hire payment a lump sum equivalent of USD 1,500 per 30 days or pro rata for the whole Time-Charter period. This payment shall be in consideration of:

All victualling as per Line 195 – 196.

Cost of incidentals such as cigarettes, drinks and petty expenses incurred by Master / Officers of the vessel on Charterers' behalf.

The cost of radio telegrams, telexes, fax and telephone communications made by the Master / Officers to the Charterers or their Agents of servants in direct performance of this Charter Party.

Owners confirm vessel is email fitted and Owners authorize Charterers to communicate with this system free of charge and Owners also confirm according to GMDSS requirements that vessel is fitted with Inmarsat telex for Charterers to access.

Clause 54 – Compliance with International Conventions

RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020

In the event of the vessel being prevented from or unable to perform in accordance with the terms of this Charter-Party by reason of:

- a) Action on the part of relevant authorities resulting from non compliance with any compulsory applicable enactments enforcing all or part of any of the International convention in force.
- b) Labour stoppages in services essential to the operation of the vessel owing to her flag or Ownership or management or the conditions of employment on board.

Any loss of time in the event a) and/or b) shall result in the vessel being off-hire and shall be dealt with in accordance with the off-hire Clause.

Clause 55 - Crew Work

All opening and closing of hatches to be done by vessel's crew, if requested by Charterers, provided it is allowed by shore regulations and weather conditions.

Clause 56 – Fumigation / Watchmen

Owners to supply Sanitation exemption certificate on delivery of the vessel and, when fumigation is necessary due to vessel's reason, cost of same and detention to be for Owners' account. It is understood that fumigations required as a result of cargo carried and ports visited and other usual expenses due to fumigations (accommodation / transportation of crew etc.). Under this Charter-Party to be for Charterers' account. Fumigations ordered because of Illness of the crew or due to vessel's reason to be for Owners' account.

Watchmen if compulsory/customary to be Charterers' account. Otherwise watchmen for cargo to be for charterer's account, unless requested by Owners, whilst watchmen for vessel reason for Owners' account.

Normal immigration should be on Charterers' account. Immigration for crews embarking from ship including the application of shore passes to be on Owners' account subject to master's application.

Notwithstanding their obligations under Clause 1, Owners warrant that in the event of the vessel being ordered to the United States of America and/or their territories and/or any other country within the terms of this Charter-Party, Owners will be able to satisfy the pertinent authorities as to vessel's compliance with the requirements of U.S. Water Quality Improvement Act 1970 and/or any similar subsequent enactment and/or any similar regulations and/or requirements of any country or place. Owners guarantee that throughout the currency of this Charter, they will comply with all Government requirements including but not limited to the obtaining of a C.O.F.R. under "OPA 90". Further Owners undertake to comply with any law or regulations in force at any place to which the vessel may be ordered concerning oil pollution or other pollutants, including hazardous substances and with Owners' financial responsibility, except in case of breach of regulations by Charterers therefore and further undertake that such liability is covered by a policy of insurance. No-hire shall be due to Owners for any delay that may be suffered by Charterers as a result of Owners' failure to comply with the provisions of this Clause, unless such failure caused by Charterers or Charterers' servants or their agents or Shippers/Receivers, or by reason of cargo carried.

For Trading California as from 1st July 2009, Charterers are requested to order and provide the vessel with adequate sailing instructions as well fuels within the required specifications with regards to Sulphur Content to main engines /auxiliaries engines/auxiliaries boilers.

Clause 57 - Black List

Owners guarantee that this vessel has never called at an Israeli port, and Charterers guarantee that the vessel

RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020

will not call at any such port prior to or during the currency of this Charter. Owners also guarantee that this vessel is not black-listed by any Arab Countries.

Clause 58 – Deleted.

Clause 59 - Fuel Sulphur Content Clause

(a) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the Vessel, at all times, to comply with the maximum sulphur content requirements of any emission control zone when the Vessel is ordered to trade within that zone.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such fuels shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes.

The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this Sub-clause (a).

(b) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with Sub-clause (a), the Owners warrant that:

- (i) the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control zone; and
- (ii) the Vessel shall be able to consume fuels of the required sulphur content when ordered by the Charterers to trade within any such zone.

Subject to having supplied the Vessel with fuels in accordance with Sub-clause (a), the Charterers shall not otherwise be liable for any loss, delay, fines, costs or expenses arising or resulting from the Vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI.

(c) For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency.

Clause 60 - Option to sell

Owners to have the right to sell the vessel during the currency of this Charter, subject to Charterers' prior consent, which not to be unreasonably withheld. The new Owners will accept the governing Charter Party terms unchanged and fulfil their obligations hereunder.

Thereafter, Owners will give Charterers 25/20/15/10/5/2/1 day(s) approximate notice of sale along with area and/or port of change of Ownership (when known).

Clause 61 - Bottom Fouling Clause

In the event of the Charterers ordering the vessel to port(s) where vessel's stay is more than 25 consecutive days or to lay-up so as to avoid bottom fouling, Charterers to clean vessel at their time and expense, otherwise Owner's representation of vessel's speed/consumption to be non operative from the time of sailing from such port(s) until vessel's next dry dock, such fouling affecting speed to be evidenced through a joint diver's inspection. Cost for same to be for Owner's account and time to be for Charterers'

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

account.

Clause 62 - Panama/Suez Canal Transit

The Owners guarantee that the vessel shall be fitted for Panama/Suez canal transit and in possession of valid necessary certificate and equipments during the currency of this Charter to comply with current regulations and requirements of both Canals.

Clause 63 - Owners' Bank Full Style

Beneficiary: WISDOM MARINE LINES S.A.

Beneficiary Bank: BANK OF TAIWAN, OFFSHORE BANKING BRANCH

Swift Code: BKTWTWTP048

Account No.: 069-007-77798-7

Clause 64 - Owners' Agents

Charterers agree that their Officers and/or Agents will assist the Master over minor ship's husbandry matters, debiting Owners with the actual costs involved. If required by Owners, Charterers' Agents to attend extraordinary matters (like attending repairs, crew change etc.) in which case Owners to refund Agents outlays and pay agency fee agreed between Owners and Charterers' Agents.

Clause 65 - Adding Off-Hire Period

Should the vessel be Off-Hired during the currency of this Charter for any reason whatsoever, Charterers have the option to add such off-hired period to the Charter period. Such option must be declared by Charterers 2 months prior the redelivery date.

Clause 66 - Burning MDO

The vessel has a liberty to burn diesel oil for main engine when maneuvering in shallow and/or narrow water, canals, rivers and in and / or out of port. The vessel also has a liberty to burn diesel oil for auxiliary engine when starting, stopping and working with low load.

Clause 67 - Dry Docking Clause

The Owners shall have the option to place the vessel in dry dock during the Currency of this Charter at a convenient time and place, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances. Payment of hire shall be suspended upon deviation from Charterers' service until the vessel is again placed at Charterers disposal at a point not less favourable to Charterers then when hire was suspended. The Charterers do their utmost to accommodate such positioning of the vessel in Far East but always without guarantee in two and a half year (counting from commencement of original cp period i.e. new building delivery) intervals for drydocking. The Owners shall give the Charterers approximate 3 (three) months notice followed by forty-five (45) days prior notice of intended drydocking.

Clause 68 - L.O.I. / Bank Guarantee - Clause

If the original Bills of Lading can not be presented at discharging port, Owners/Master agree to discharge/release the entire cargo without presentation of the original Bills of Lading only against Charterers' Letter of Indemnity in Owners' standard P and I Club form and without bank guarantee or bank endorsement. Charterers' Letter of Indemnity to be faxed or e-mailed to Owners via broker channel before commencement

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

of discharge in order to grant Owners reasonable time to check/approve same and instruct the Master accordingly, otherwise owners will not be held liable for any delay of discharging operation. However it is understood that the Original Letter of Indemnity to be couriered by Charterers to Owners' office immediately upon Owners' approval.

Clause 69 – Bill of Lading Reference

- a) The Master shall sign the Bills of Lading or Waybills for cargo as presented in conformity with mates receipts. However, the Charterers or their Agents may sign Bills of Lading or Waybills on behalf of the Master, always in conformity with mate's receipts.
- b) All Bills of lading or Waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between the Charter Party and any Bills of Lading or Waybills signed by the Charterers or by the Master at their request.
- c) English law to apply.
- d) All Bills of Lading and Waybills and any other documents issued evidencing contracts of carriage (shipping documents) which are issued under this Charter Party shall incorporate a Clause Paramount, War Risk, New Jason, General Average, and Both-to-Blame Collision clause, in the form set out in this Charter Party and will expressly and effectively incorporate all terms, conditions and exceptions of this Charter Party and will expressly incorporate the arbitration and lien clauses of this Charter Party. Failure to incorporate such clauses by the Charterers or those, for whom they are responsible, will constitute a breach of this Charter Party

Clause 70- Deviation / Put Back

In the event of loss of time either in port or at sea, deviation from the course of the voyage or putting back whilst on the voyage, caused by sickness of or an accident to or misconduct by Master/Officer/Crew, or caused by stowaway, refugee on board the vessel, or breakdown to vessel (or drydocking or periodical survey), the hire shall be suspended from the time of inefficiency in port or at sea, deviation or putting back (except for any Government or similar authority ordered rescue operation) until vessel become again efficient in the same position or regain the line of voyage whichever shorter distance for the port where vessel is originally destined for and the voyage resumed therefrom, and all direct proven expenses incurred including bunkers consumed during such period of suspension shall be for Owners' account.

Clause 71 - Deleted.

Clause 72 – Capture, Seizure, Arrest

Should the vessel be captured or seized or detained or arrested by any authority or by any legal process during the currency of this Charter-Party, for any reason which affect cargo loading / discharging operation and vessel sailing / departure attributable to the Owners, the payment of hire shall be suspended until the time of her release, unless such seizure or detention or arrested was caused by the cargo carried or associated with Charterers or their agents, servants.. Any extra proven expenses directly incurred by and/or during such capture or seizure or detention or arrest shall be for Owners' account.

Clause 73 – Additional Equipment, Fittings

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

The Charterers, subject to the Owners' approval shall be at liberty to fit / weld and additional equipment for fittings, for loading, discharging and/or securing cargo. Such work shall be done at the Charterers' expenses and time, and the Charterers shall remove such equipment and fittings at their expense and time prior to redelivery. The strength, location and fitting of additional fittings for cargo securing to be approved by class and procedure for use to be entered into the Vessel's Class approved Cargo Securing Manual.

Clause 74 – Quarantine

Normal quarantine time and expenses for the vessel's entering port shall be for the Charterers' account, but any time of detention and expenses for quarantine due to pestilence, epidemics and illness of Captain, Officers and crew shall be for the Owners' account. However if quarantine and/or detention is on account of the vessel having been sent by the Charterers to an infected port, such detention time and expenses to be for the Charterers' account.

Clause 75 – Oil Spillage During Bunkering

- a) If the Owners are required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the vessel lawful to enter, remain in or leave any port, place, territorial or contiguous waters of any country or state in performance of this Charter Party, the Owners shall make all arrangements by bond or otherwise may be necessitated to satisfy such requirements at the Owners' sole expense.
- b) The Charterers shall be under no responsibility for all consequences (including loss of time) of oil or other pollution damage and any failure or inability of the Owners to do so as provided for above and any loss of time incurred thereby to be off-hire.
- c) The Owners shall indemnify the Charterers harmless against all consequences (including fines if any imposed to the Charterers) of oil or other pollution damage and any failure or inability of the Owners to do so as provided for in preceding Paragraph (a) above.

Clause 76 – Boycott

In the event that the vessel is delayed by strikes, lockouts, labour stoppage or any other difficulties due to flag or Ownership of the vessel or due to the terms and conditions under which members of the crew are employed, hire shall cease for such time lost and all other consequences, liabilities and proven expenses directly incurred are to be for Owners' account, including bunker fuel consumed during such periods. Any extra insurance, if any, owing to vessel's age and/or class and/or management and/or flag, to be for Owners' account.

Clause 77 – Deductions

Charterers will not deduct from hire payment for any estimated expense under this Charter-Party unless otherwise agreed by owners. Owners agree Charterers to deduct from hire payment for all Owners' disbursements subject to supporting voucher. Charterers are at liberty to deduct estimated value of bunkers on redelivery from last or penultimate hire payments.

Clause 78 – I.T.F. Requirements

The Owners of the vessel guarantee that the minimum terms and conditions of the Officer / crew of the vessel are now or will be prior to presentation of the vessel for loading and will remain for the period of this Charter-Party covered-by an I.T.F. Agreement or a bona fide Trade Union Agreement acceptable to the

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

I.T.F.

Clause 79 – Owners guarantee that vessel is entered with a P. and I. Club

Charterers have the benefit of Owners' P. and I. Club as far as the Club's rules permit. Cargo claims are to be settled in accordance with the New York Produce Exchange Interclub Agreement 1996 and any subsequent amendments thereto.

Clause 80 – IMO

Vessel will comply with applicable IMO Regulations throughout the period of this Charter.

Clause 81 - Ballast

Owners undertake that the vessel can navigate safely in ballast without requiring solid ballast.

Clause 82 – War Risk Insurance

Basic annual war risk insurance premium on vessel's war risk value to be for Owners' account. Any extra or additional war risk insurance premium on vessel's war risk value and crew war bonus for trading to areas, in breach of war risk warranties to be for Charterers' account. Additional war risk premium shall be reimbursed by the Charterers to the Owners following receipt copy of the invoice and supporting vouchers from Owners underwriters or underwriters' brokers.

This extra insurance premium to be in accordance with available prices at the Lloyds London market.

Clause 83 – Safety and Health Regulations

Owners, warrant that the vessel shall be in possession of the necessary Certificates to comply with all Safety and Health Regulations concerning Health and Safety Requirements and all current requirements at all ports of call permitted under this Charter-Party during the currency of this Charter, without hindrance or delay.

Clause 84 – ISPS/MTSA Clause for Time Charter Parties 2005

(a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

(b)(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Where sub-letting

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

is permitted under the terms of this Charter Party, the Charterers shall ensure that the contact details of all sub-charterers are likewise provided to the Owners and the Master. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision:

"The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".

(ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party.

(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

Clause 85 – Cargo and Equipment

Owners undertake that throughout this Charter vessel's equipment shall comply with regulations and/or requirements in effect at all ports of call permitted under this Charter-Party, canals and countries in which vessel will be employed under this Charter-Party. Owners also undertake that vessel shall be at all times in possession of a valid and up-to-date certificate on board to comply with such regulations and/or requirements. If stevedores, longshoremen or other labourers are not permitted to work by reason of any failure of the Captain, Owners and/or their Agents to comply with such Regulations or by reason that vessel is not in possession of such valid and up-to-date Certificate(s), then Owners shall take immediate corrective measures. Charterers may suspend hire for time lost thereby and any extra proven expenses directly incurred shall be for Owners' account.

Clause 86 – Bunkering Privileges

Owners certify that the vessel is and will, remain so throughout the duration of this Charter, eligible of full bunkering privileges in the United States of America and its territories and possessions under all present and future United States Law and Regulations and is not, nor will be, restricted as to bunkering at any other countries of port of call during this Charter.

Clause 87 – Weather Routing Clause

For the purpose of this Charter Party, good weather conditions are to be defined as weather conditions in headwind speeds not exceeding headwinds Beaufort Force 4 and sea state Douglas 3. Evidence of weather conditions to be taken from independent weather bureau reports and vessel's logs. In the event of consistent discrepancies between the deck logs and the independent weather bureau reports, the average of the two shall be taken as ruling.

Clause 88 – Stevedore damage Clause

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

Charterers to be responsible for any damages caused by stevedores in loading and discharging and for any other damages caused by stevedores or their Agents provided that the Master obtain Statement of Facts or Damage Certificate signed by stevedores and/or their Agents. In the event that the Master is unable to obtain Statement of Facts or damage acknowledgement certificate signed by the stevedores and/or their Agents or if obtained but the Statement of Facts or damage acknowledgement certificate is remarked or annotated by the stevedores and/or their Agents repudiated responsibility or liability, the Master to report to Charterers and Owners the actual situation within 48 hours after the occurrence, otherwise Charterers shall not be held responsible for the damage.

Owners to try to settle damages directly with the party involved and Charterers to give their best assistance in settling same and to remain ultimately responsible for such damage or loss that is not compensated by the party involved in such stevedore damage.

Damages that are affecting class to be repaired immediately and damages that are not affecting class and that can be postponed to dry dock will be evaluated at the time of occurrence and the Charterers and the Owners to mutually agree whether to repair same during such dry dock or to reimburse same as evaluated at the time of occurrence.

Charterers have the privilege of using bulldozers in vessel's holds and any damages, except normal wear and tear, caused by bulldozers to be considered as stevedore damage

Clause 89 – Deleted.

Clause 90 – Double Banking clause

Charterers have the privilege to double-bank the vessel. Vessel to be "Tendered" at Charterers' expense and to Master's satisfaction. Master have the privilege if deemed necessary for the safety or the vessel / operation to move from the mother / daughter vessel.

The charterers shall further indemnify the owners for any costs, damage and liabilities resulting from such operation. The vessel shall remain on hire for any time lost including period for repairs as a result of such operation

Clause 91 - Deleted.

Clause 92: Seaway Bills

Charterers and/or their agents have the right to issue and sign seaway bills in lieu of bills of lading for cargo discharge in Japanese ports only. At the Japanese discharging ports, cargo to be released without presentation of non-negotiable seaway bill and letter of indemnity, in which case Charterers shall indemnify and keep owners and the vessel harmless from all consequences arising from doing so.

Charterers shall send a fax copy of sea waybills to the Master/Owners prior to the vessel's arrival at discharging ports, in order to the Master to instruct Charterers agent to indemnify the consignee and release the cargo in accordance with the terms of seaway bills.

Clause 93: Welding Padeys

Charterers to have the option of welding pad eyes/angle pieces at their own arrangement and expense. Charterers to remove all pad eyes/angle pieces by redelivery unless Owners require Charterers to maintain same.

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

Clause 94: BIMCO War Risks Clause for Time Charters, 2004
(Code Name: CONWARTIME 2004)

(a) For the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(f) The Vessel shall have liberty to:

(i) comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) comply with the order, directions or recommendations of any war risks underwriters who have the

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

authority to give the same under the terms of the war risks insurance;

(iii) comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.

Clause 95: BIMCO Stowaways Clause for Time Charters

(a)(i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

(a)(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.

(a)(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

(b)(i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire.

(b)(ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

Clause 96 Strike Clause

**RIDER CLAUSES TO M.V. "AMIS INTEGRITY" CHARTER PARTY
DATED 09.01.2020**

Ship not to be responsible for any loss, damage, or delay, directly or indirectly caused by, or arising from strikes, lockouts, labour disturbances, trade, disputes, or anything done in contemplation or further thereof, whether the owners be parties thereto or not.

Clause 97 - Guarantee Clause

Owners guarantee that vessel shall be in all respect suitable for loading grain/grain products in accordance with Chapter VI/C of SOLAS and in accordance with booklet for the carriage of grain without additional securing/bagging/strapping/trimming.

Owners guarantee that neither the vessel nor the management and the company are blacklisted from no one of the countries allowed to be traded under this charter.

Owners guarantee that the vessel as soon as possible after delivery shall be rightship approved and maintained so through the currency of this charter.

Owners guarantee that vessel is fully ITF/P. and I. covered, classification society is an IACS member.

Clause 98

All negotiation / resultant fixture to be kept strictly p&c and not to be reported on the market.

END